



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		<b>SC</b>	Dept. <b>TRA</b>	<b>A</b>	Contract Number	
County Department <b>DPW/Trans – Permits</b>			Dept. <b>TRA</b>	Orgn. <b>TRA</b>	Contractor's License No.		
County Department Contract Representative <b>Ken Guidry, Chief – Trans Operations</b>			Telephone <b>909-387-8039</b>		Total Contract Amount <b>Lead Agency – No Encumbrance</b>		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other: Agreement with Citv. Rancho Cucamonga							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
Contract Type – 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF RANCHO CUCAMONGA

hereinafter called CITY

Address

10500 CIVIC CENTER DRIVE

RANCHO CUCAMONGA, CALIFORNIA 91730

Telephone

Federal ID No. or Social Security No.

(909) 477-2740

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH**

WHEREAS, the COUNTY holds road right of way along Milliken Avenue, between Banyan Street and Wilson Avenue, and along Banyan Street, east of Milliken Avenue, as noted in the legal description attached as EXHIBIT A, and hereinafter referred to as the COUNTY RIGHT-OF-WAY;

WHEREAS, the said COUNTY RIGHT-OF-WAY is adjacent to CITY property;

WHEREAS, the CITY desires to effect the construction and improvement of roads, including but not limited to the installation of street lights and traffic signage; curbs and gutters, concrete headwalls, and catch basins, hereinafter referred to as ROAD IMPROVEMENT, in the COUNTY RIGHT-OF-WAY at no cost to the COUNTY;

WHEREAS, the CITY desires to operate and maintain said ROAD IMPROVEMENT in the COUNTY RIGHT-OF-WAY at no cost to the COUNTY;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1. THE COUNTY:

- 1.1. Consent's to the CITY'S use and occupancy of the COUNTY RIGHT-OF-WAY for the purpose of ROAD IMPROVEMENT, maintenance and operation, and appurtenances thereto, at no expense to the COUNTY;
- 1.2. Agrees to allow the CITY to occupy and the traveling public to use the COUNTY RIGHT-OF-WAY for street and highway purposes, under the following conditions:
  - 1.2.1. No such use, occupancy, construction, reconstruction or maintenance, shall be effected by the CITY, its successors or assignees, in any manner which, in the opinion of the Director of Public Works of the COUNTY, may interfere or conflict with any structure, facility, operation or use the COUNTY has or intends to have upon the COUNTY RIGHT-OF-WAY;
  - 1.2.2. Plans by the CITY for any use, occupancy, construction, reconstruction or maintenance, shall be submitted to the COUNTY'S Director of Public Works no later than thirty days prior to the date of such intended occupancy or use;
  - 1.2.3. Said Plans shall conform to COUNTY Standards for applicable use, occupancy, construction, reconstruction or maintenance;
  - 1.2.4. Written approval of said Plans must be obtained from the COUNTY'S Director of Public Works before any work commences. Approval shall not be unreasonably withheld, if in the opinion of the COUNTY'S Director of Public Works, the proposal does not interfere or conflict with the COUNTY'S interests or purpose of this agreement.
  - 1.2.5. The CITY shall require Contractors performing work on the CITY'S behalf in the COUNTY RIGHT-OF-WAY (hereinafter referred to as CONTRACTOR) to obtain and maintain insurance that is primary and non-contributory with any insurance or self-insurance programs carried or administered by the CITY, COUNTY, their officials, officers, employees, agents and consultants, and of the types and in the amounts described below:
    - a. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CITY and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY'S Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
    - b. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
    - c. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
    - d. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Errors and Omissions Liability Insurance is not required for the Board of Directors of non-profit corporations organized under California or Federal law.

- 1.2.6. The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CONTRACTOR'S negligent acts, errors or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.
- 1.2.7. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and San Bernardino County Flood Control District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 1.2.8. The CONTRACTOR shall require the carriers of the above-required coverage's to waive all rights of subrogation against the COUNTY, San Bernardino County Flood Control District, its officers, employees, agents, volunteers, vendors, and subcontractor.
- 1.2.9. The CITY shall require CONTRACTORS, prior to commencement of the Services, to furnish COUNTY with properly executed certificates of insurance, and certified copies of endorsements which shall clearly evidence all insurance required in this Section.
- 1.2.10. The CITY shall require that CONTRACTOR shall not allow such insurance to be cancelled or allowed to expire except on 30 days' prior written notice to COUNTY and CITY.
- 1.3. The COUNTY has and reserves the right to use COUNTY RIGHT-OF-WAY in any manner not in conflict with CITY'S needs for the ROAD IMPROVEMENT, without necessity for any further permit or permission from CITY. COUNTY shall, except in emergencies, give reasonable notice to the CITY before performing any work that may affect CITY'S facilities in said COUNTY RIGHT-OF-WAY.

**(This area intentionally left blank.)**

## 2. THE CITY:

- 2.1. Acknowledges the COUNTY'S right to the COUNTY RIGHT-OF-WAY and the priority of COUNTY'S right within the COUNTY RIGHT-OF-WAY. Except in emergencies, CITY shall give reasonable notice to and obtain written approval from the COUNTY before performing any work on CITY facilities in said COUNTY RIGHT-OF-WAY, where such work will be performed within road areas, if said work will in any way alter or obstruct traffic flow;
- 2.2. The CITY, its successors and assignees shall assume full responsibility for any and all building and construction installed by the CITY, including the maintenance of and liability for the roadway facilities (all roadways, pipes, approaches, sidewalks and other appurtenant works).
- 2.3. The CITY agrees to indemnify, defend, and hold harmless the COUNTY and San Bernardino County Flood Control District, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from and cause whatsoever, including the acts, errors, omissions, or willful misconduct of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.
- 2.4. Without in any way affecting the indemnity herein provided and in addition thereto, the CITY shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
  - 2.4.1. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CITY and all risks to such persons under this Agreement.
  - 2.4.2. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  - 2.4.3. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
  - 2.4.4. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Errors and Omissions Liability Insurance is not required for the Board of Directors of non-profit corporations organized under California or Federal law.
  - 2.4.5. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and San Bernardino County Flood Control District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
  - 2.4.6. The CITY shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, San Bernardino County Flood Control District, its officers, employees, agents, volunteers, vendors, and subcontractor.
  - 2.4.7. The CITY shall furnish COUNTY with properly executed certificates of insurance, and certified copies of endorsements that shall clearly evidence all insurance required in this Section.
  - 2.4.8. The CITY shall not allow such insurance to be cancelled or allowed to expire except on 30 days' prior written notice to COUNTY.

2.5. Insurance Review. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assignees of both parties.

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COUNTY OF SAN BERNARDINO

? \_\_\_\_\_  
 Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
 Clerk of the Board of Supervisors of the County of San Bernardino.

By \_\_\_\_\_  
 Deputy

CITY OF RANCHO CUCAMONGA

By ? \_\_\_\_\_  
 (Authorized signature – sign in blue ink)

Name \_\_\_\_\_  
 (Print or type name of person signing contract)

Title \_\_\_\_\_  
 (Print or Type)

Dated \_\_\_\_\_

Address \_\_\_\_\_




Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
 County Counsel	 _____	 Department Head
Date _____	Date _____	Date _____

EXHIBIT A-1

**Legal Description**

**Milliken Avenue**

Those portions of the Southwest quarter of Section 19 and of the Northwest quarter of Section 30, Township 1 North, Range 6 West, San Bernardino Meridian, according to United States Government Township Plat thereof, approved by the Surveyor General October 14, 1875, all being in the County of San Bernardino, State of California, being a strip of land 60.00 feet wide and bounded as follows:

On the North by a line that is parallel with and 52.00 feet, measured at right angles, northerly of the center line of Wilson Avenue;

On the West by West line of said Sections 19 and 30;

On the South by the Northerly line of that certain parcel of land granted to Chaffey Joint Union High School District recorded September 13, 2000 as Document No. 200000333231, Official Records of said County;

And on the East by a line that is parallel with and 60.00 feet, measured at right angles, Easterly of the West line of said Sections 19 and 30.



## BANYAN STREET

That portion of the Northwest quarter of Section 30, Township 1 North, Range 6 West, San Bernardino Meridian, according to United States Government Township Plat thereof, approved by the Surveyor General October 14, 1875, being in the County of San Bernardino, State of California, being more particularly described as follows:

COMMENCING at the intersection of the West line of said Northwest quarter and the Northerly line of lands granted to the City of Rancho Cucamonga per Instrument NO. 91-159961, Official Records of said County;

Thence South  $89^{\circ} 34' 39''$  East, a distance of 190.02 feet along said Northerly line to the Northeasterly corner of said lands granted to the City of Rancho Cucamonga;

Thence South  $00^{\circ} 20' 14''$  East, a distance of 20.00 feet along the Easterly line to the Southeasterly corner of said lands granted to the City of Rancho Cucamonga, said corner also being a point on the Northerly line of lands described in a Quitclaim Deed to the City of Rancho Cucamonga per Instrument No. 86-059443, Official Records of said County;

Thence South  $89^{\circ} 34' 39''$  East, a distance of 1707.15 feet to a point on the Easterly line of lands granted to Chaffey Joint Union High School District recorded September 13, 2000 as Document No. 20000333231, Official Records of said County, said point being the TRUE POINT OF BEGINNING;

Thence North  $00^{\circ} 20' 14''$  West, a distance of 20.00 feet along said last mentioned Easterly line to a point on a line that is parallel and distance 40.00 feet Northerly from the South line of said Northwest quarter;

Thence South  $89^{\circ} 34' 39''$  East, a distance of 90.01 feet along said parallel line;

Thence South  $00^{\circ} 20' 14''$  east, a distance of 40.00 feet to the South line of said Northwest quarter;

Thence North  $89^{\circ} 34' 39''$  West, a distance of 90.01 feet along last mentioned South line;

Thence North  $00^{\circ} 20' 14''$  West, a distance of 20.00 feet to THE TRUE POINT OF BEGINNING.

